



ENTERED
07/23/2019

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:

SQUARE MELONS, INC.,

Debtor.

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§

CASE NO. 18-35304

Chapter 7

AGREED ORDER LIFTING THE AUTOMATIC STAY AS TO ACURA NSX

(77)

NOW INTO COURT, through undersigned counsel, come Randy W. Williams, the duly appointed Chapter 7 Trustee in the above captioned case (the "Trustee") and Benchmark Bank, which hereby agree and the Court ORDERS as follows:

1. Benchmark Bank is granted relief from the Automatic Stay to, at its sole cost and expense, take possession of, store and safeguard, augment/repair, prepare for liquidation, and liquidate (the "Liquidation Process"), the Acura in a manner and to the extent solely within its discretion, subject to reasonableness;

2. The Liquidation Process will necessarily include fees and costs for, inter alia, the transportation, storage and safeguarding, augmenting/repairing, marketing, and liquidation (including commission or other fees/expenses of third party liquidators that may be retained) (collectively, such costs and expenses incurred by Benchmark Bank are hereinafter referred to as the "Liquidation Costs." Liquidation Costs will include, but not necessarily be limited to all costs incurred by Benchmark Bank to market and sell the Acura;

3. In the event that the gross sales proceeds are less than the amount necessary to satisfy Benchmark Bank's claim in full, it shall file an amended proof of claim for its deficiency claim within 10 business days from receipt of the gross sales proceeds.

4. In the event that the gross sales proceeds are sufficient to satisfy Benchmark Bank's

claim plus the Liquidation Costs in full, Benchmark Bank shall remit the net sales proceeds to the Trustee within 10 business days from receipt of the gross sales proceeds.

5. Notwithstanding anything to the contrary in the Bankruptcy Code, Bankruptcy Rules, or the Local Bankruptcy Rules of the Southern District of Texas, neither the Court's approval of the Motion, nor the effectiveness of this Agreed Order shall be stayed in any respect, pursuant to Fed. R. Bankr.P. 4001 (a)(3) or otherwise. This Agreed Order shall be effective upon entry; and

6. This Court shall retain exclusive jurisdiction and/or enforcement to hear and determine all matters or disputes arising from or relating to the interpretation or enforcement of this Agreed Order.

SIGNED:

July 23, 2019.



HONORABLE JEFF BOHM
UNITED STATES BANKRUPTCY JUDGE

AGREED:

PORTER HEDGES LLP

/s/ Aaron J. Power

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and

Benchmark Bank



By: JOHN JACKSON

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